

EXHIBIT 142
-
REDACTED VERSION OF
ECF NO. 596-82

Exhibit 80

ZFL-2764805

To: Lorenzo Fertitta[lfertitta@ufc.com]; Dana White[dwhite@ufc.com]; Lawrence Epstein[lepstein@ufc.com]; 'JOHN MULKEY'[jmulkey@ufc.com]
From: Kirk Hendrick
Sent: Mon 9/29/2008 7:42:08 PM
Importance: Normal
Subject: Final Draft - Affliction
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Case 2:15-cv-01045-RFB-BNW Document 948-143 Filed 12/22/23 Page 3 of 3

I am waiting for Tom to call me back with a time to simultaneously send the proposals through cyber-space:
But unless anyone has further revisions, our final draft is below:

Confidential / For Discussion Purposes Only:

Dear Courtney and Tom,

Please allow this email to confirm the understanding reached at our recent meeting in Las Vegas. During the meeting, Affliction expressed an interest in exiting the MMA promotional business and creating some sort of promotional affiliation with the Ultimate Fighting Championship (UFC). At the conclusion of the meeting each party agreed to provide the other with a business proposal regarding a potential affiliation. What follows is the UFC's proposal:

1. Affliction agrees to facilitate a "transfer" to the UFC of a mutually agreed upon list of fighters currently under contract with Affliction. An effective "transfer" will occur only when a fighter signs a new promotional agreement with the UFC. Affliction will remain responsible for any obligations under its agreements with said fighters, but a fighter's entering into a new agreement with the UFC will be an effective way to mitigate your exposure.
2. Affliction will be permitted to have sponsored UFC or WEC fighters wear Affliction or associated brands clothing during UFC or WEC events in exchange for paying a 5 percent royalty fee on all sales of merchandise by Affliction and associated brands. Affliction will agree to a One Million Dollar (\$1,000,000) per year guaranteed minimum royalty payment.
3. Affliction will agree to sell the video of the Banned event and all associated IP to the UFC for an agreed upon amount.

Finally, please allow this correspondence to confirm our collective agreement that our discussions and specifically the information contained in this email and your proposal delivered concurrently herewith, shall remain strictly confidential and shall under no circumstances at any time be disclosed to any third party other than outside counsel.

Please feel free to contact either of us if you have any questions. In the meantime, since we are on a very tight timetable, I would like to schedule a telephone conference to discuss our respective proposals some time early this week. Please let us know what works best for your schedules.

Kirk D. Hendrick
Chief Operating Officer

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Ike Lawrence Epstein
Executive Vice President & General Counsel

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